IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

GEA ARCHITECTS LTD.	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.
	)	
FULLER'S CAR WASH, INC.;	)	
PARAGON DEVELOPMENT SERVICES, INC.	)	
PARAGON MATTESON, LLC; SV MATTESON, LLC;	)	
SV CALUMET CITY;	)	
DOUGLAS A. FULLER, an individual;	)	
GREGORY VAN LANDINGHAM, an individual, and	)	
PFDA ARCHITECTS, INC.	)	
	)	
Defendants.	)	

COMPLAINT

Plaintiff, GEA Architects Ltd., alleges for its complaint against the Defendants Fuller's Car Wash, Inc.; Paragon Development Services, Inc.; Paragon Matteson, LLC; SV Matteson, LLC; SV Calumet City, LLC; Douglas A. Fuller, an individual; Gregory Van Landingham, an individual; and PFDA Architects, Inc., (collectively, "Defendants") as follows:

1. This is an action involving infringement by Defendants of GEA's copyrights in certain architectural plans and technical drawings, as well as infringement of the constructed architectural work that embodies those drawings. The Defendants made unauthorized copies of the drawings and used them to make and distribute new drawings which were copies and derivatives of the original drawings. These copies and derivatives are substantially similar to Plaintiff's copyrighted works and were made without permission. Plaintiff's drawings were used without permission by Defendants to build a new building that is substantially similar to the architectural work designed by Plaintiff, all without compensation to the Plaintiff.

2. The action also involves the intentional removal of GEA's copyright notice that appeared throughout the drawings. The infringing drawings were then marked with a copyright notice falsely identifying PFDA as the creator of the drawings. Removal of plaintiff's copyright notice and other copyright management information and inclusion of false copyright management information violates 17 U.S.C. §1202.

3. GEA brings this action to prevent further unauthorized use of its copyrighted plans to build infringing structures and for damages caused by defendants' acts.

Jurisdiction and Venue

4. The Court has subject matter jurisdiction in this action pursuant to 28 USC § 1331 and § 1338(a), as this case arises under the U.S. Copyright Act, 17 U.S.C. §101, et seq.

5. Venue is proper in this Court pursuant to 28 USC § 1400(a), as the Defendants reside and/or maintain a principal place of business in this District.

Parties

6. GEA Architects Ltd. ("GEA") is an Illinois corporation engaged in the business of providing architectural services, including creating and selling architectural plans and designs, with its principal office located in Oak Brook, Illinois.

7. Fuller's Car Wash, Inc. ("Fuller's Car Wash") is an Illinois corporation engaged in the business of providing car wash and detailing services and auto repair and maintenance services, with its principal office located in Hinsdale, Illinois.

8. Paragon Development Services, Inc. ("Paragon Development") is an Illinois corporation engaged in the business of real estate development services, with its principal office located in Oak Brook, Illinois. Paragon Development is the Manager of Paragon Matteson, LLC, an Illinois limited liability company that was involuntarily dissolved in February, 2016.

9. Paragon Matteson, LLC ("Paragon Matteson") is an Illinois limited liability company engaged in the business of real estate development services, with its principal office located in Oak Brook, Illinois. Paragon Matteson was involuntarily dissolved in February, 2016.

10. SV Matteson, LLC ("SV Matteson") is an Illinois limited liability company engaged in the business of real estate development services, with its principal office located in Winnetka, Illinois.

11. SV Calumet City, LLC ("SV Calumet") is an Illinois limited liability company engaged in the business of real estate development services, with its principal office located in Itasca, Illinois.

12. Douglas A. Fuller ("Doug Fuller") is an individual who, on information and belief, resides in Hinsdale, Illinois.

13. Gregory Van Landingham ("Van Landingham") is an individual who, on information and belief, resides in Oak Brook, Illinois. On information and belief, Van Landingham is President of Paragon Development Services, Inc., and owns a controlling interest in that entity.

14. PFDA Architects, Inc. ("PFDA") is an Illinois corporation with its principal office located in Oak Brook, Illinois engaged in the business of providing architectural services.

General Allegations

15. GEA was incorporated by its principal, Mr. George Evangelopoulos ("Evangelopoulos") in 2001. The company provides a wide array of architectural services, including creation of architectural and technical drawings, engineering services, and construction management services. GEA has produced a portfolio of successful projects throughout the Chicagoland area and on a national level. Its projects include commercial, institutional, industrial, corporate, retail, healthcare, and residential buildings.

16. In or around October 2010, GEA entered into an agreement with Fuller's Car Wash

of Cicero, Inc. ("Fuller-Cicero"), through Doug Fuller, to provide professional architectural services for a car wash facility to be located in Cicero, Illinois (the "Cicero Facility"). GEA and Fuller-Cicero subsequently entered a written contract memorializing their agreement on or about February 22, 2011.

17. Beginning in approximately January or February, 2011, and continuing thereafter, Evangelopoulos and other employees of GEA created detailed architectural drawings ("the Cicero Drawings") for the Cicero facility. These drawings consist of a host of different drawings and textual notes depicting and relating to the architectural design of the Cicero Facility, including site plans; floor plans; roof plans; north, south, east, and west exterior elevations; detail plans; mechanical and plumbing plans; electrical plans, and structural plans.

18. The design of the Cicero Facility and the drawings of the Cicero Facility were created by Evangelopoulos and other employees of GEA and are original to them.

19. The Cicero Facility, which embodies the Cicero Drawings, was constructed in 2012.

20. The architectural work embodied in the Cicero Facility and the drawings of the Cicero Facility created by employees of GEA are works made for hire. GEA, as the employer of the individual employees who created the works, is the sole and exclusive owner of the copyrights in the architectural plans/technical drawings of the Cicero Facility and the architectural work that embodies the Cicero Drawings.

21. The Cicero Drawings are original works of authorship, namely, technical drawings and architectural plans, and contain a substantial amount of original material created as a result of GEA's skill, knowledge, creativity, and judgment, and is copyrightable subject matter under the Copyright Act of 1976, as amended, 17 U.S.C. § 102(a)(5).

22. The design of the Cicero Facility as embodied in the building is a work of authorship, namely an architectural work, and contains a substantial amount of original material created as a

result of GEA's skill, knowledge, creativity, and judgment, and is copyrightable subject matter under the Copyright Act of 1976, as amended, 17 U.S.C. § 102(a)(8).

23. GEA registered its copyright in the technical and architectural drawings entitled "Fuller's Car Wash-Cicero, Illinois" with the United States Copyright Office on May 11, 2015, and was provided Registration Number VAu 1-211-765. **Exhibit 1** attached hereto is a true and correct copy of the Registration Certificate issued by the U.S. Copyright Office for this work.

24. GEA registered its copyright in the architectural work entitled "Fuller's Car Wash-Cicero, Illinois" with the United States Copyright Office on May 11, 2015 and was provided Registration Number VAu 1-211-772. **Exhibit 2** attached hereto is a true and correct copy of the Registration Certificate issued by the U.S. Copyright Office for this work.

25. Each and every page of the Cicero Drawings contains a copyright notice as follows: "COPYRIGHT 2010 GEA ARCHITECTS, LTD." Each page also contains the following notice: "GEA Architects, Ltd shall retain all copyrights, statutory and common law rights with regard to these plans and building design. Reproduction, revisions, or assignment to any third party shall not occur without obtaining expressed written permission and consent of GEA Architects, Ltd."

26. GEA has at all times since the creation of the Cicero Drawings and the Cicero Facility been the sole and exclusive owner of copyrights therein. At no time has GEA ever assigned or transferred ownership of those copyrights to any of the defendants.

The Matteson Infringement

27. In approximately 2014, several years after GEA created the copyrighted works and after the Cicero Facility had been constructed, Defendants Fuller's Car Wash and Doug Fuller decided to construct another Fuller's-branded car wash facility on land located in Matteson, Illinois (the "Matteson Facility"). Paragon Development was the developer on the Matteson project, and Paragon Matteson is listed as "Owner" on the infringing architectural plans that were used for the

project. On information and belief, Paragon Matteson was the owner of the property on which the facility was to be constructed at that time. On information and belief, Paragon Matteson later transferred the property to SV Matteson, which now owns the property.

28. In early 2014, Doug Fuller asked GEA to prepare a preliminary site plan for the Matteson Facility. At Fuller's direction, GEA created such a plan and sent it to Greg Van Landingham on February 17, 2014. Van Landingham is the managing partner of Paragon Development.

29. Later, Van Landingham requested GEA to prepare a revised preliminary site plans for the Matteson Facility. GEA sent the revised site plan to Van Landingham on April 28, 2014.

30. On April 29, 2014, Van Landingham asked GEA to send to digital file (a CAD file) for the revised site plan. GEA questioned why Van Landingham needed the digital file. In response, Doug Fuller stated that GEA should get Van Landingham and Paragon Development what they needed to get the project going.

31. A few days later, on May 2, 2014, Van Landingham requested GEA to send an electronic set of the architectural design drawings for the Cicero Facility.

32. In his e-mail request for the Cicero Drawings, Van Landingham stated that they wanted the drawings in order to get some initial construction pricing from general contractors.

33. Doug Fuller encouraged GEA to quickly comply with the request, and told GEA that they needed the plans to obtain cost estimates for construction.

34. On May 6, 2014, GEA sent an electronic copy of the plans to Van Landingham, to be used for the limited purpose of obtaining initial construction pricing from general contractors, and for no other purpose.

35. Van Landingham responded the same day and again stated that the purpose for requesting the plans was to help with pricing out the Matteson project.

36. On June 2, 2014, Paragon Development issued a Request for Proposal for architectural services for the Matteson Facility. The Request for Proposal incorporated copyrighted elements of the Cicero Drawings to solicit bids from multiple architectural firms, including GEA and Defendant PFDA.

37. On June 5, 2014, GEA, concerned that defendants had used and were planning to continue to use the Cicero Drawings for the Matteson Facility without permission, informed Van Landingham that the Cicero Drawings were copyrighted and that GEA had not authorized the use of the plans for any purpose other than obtaining a cost estimate.

38. The same day, GEA informed Doug Fuller that the Cicero Drawings were for one time use only.

39. After PFDA was awarded the contract for architectural services for the Matteson Facility, PFDA then copied significant elements of the Cicero Drawings including, but not limited to, diagrams, designs, and measurement and numbering nomenclature, related to the Cicero Facility's exterior elevations, exterior detailing and banding, hierarchy of materials and design elements, floor plans, roof plans, detail plans, building and wall sections, an identical arched roof element, trash enclosure, and other portions of the Cicero Drawings.

40. PFDA also copied, without limitation, exact words and nomenclature of the plan notes, column line identification tags, and descriptions of work. PFDA then distributed its infringing architectural plan drawings copied from the Cicero Drawings to Defendants Paragon Development and Defendant Fuller's Car Wash in or around September 2014, each of which then utilized PFDA's plans to apply for permits beginning in or around October 2014.

41. On information and belief, on or around April 2015, Defendant SV Matteson LLC acquired and/or became the successor in interest of Defendant Paragon Matteson, LLC. On information and belief, Defendant SV Matteson LLC was organized by the same individuals

involved in Paragon Matteson, including Van Landingham. Defendant SV Matteson LLC became the nominal entity doing the development of the Matteson Facility on behalf of Paragon Development and Fuller's Car Wash.

42. On information and belief, construction of the Matteson Facility began in or around April 2015 and concluded in or around September 2015.

43. Defendant Doug Fuller personally authorized, participated in, and had knowledge of the infringing use of the copyrighted works and instructed others to engage in such infringing use.

44. Defendant Van Landingham was the Managing Partner of and controlled the operations of Paragon Development. He personally authorized, participated in, and had knowledge of the infringing use of the copyrighted works and instructed others to engage in such infringing use.

45. The acts of the Defendants in reproducing, modifying, and publicly distributing the Cicero Drawings for use in constructing the Matteson Facility, and in instructing and authorizing others to do so, constitute infringements of Plaintiff's copyrights in the Cicero Drawings, in violation of 17 U.S.C. §106(1), (2), and (3).

46. The acts of Defendants in reproducing and modifying and publicly distributing the architectural work embodied in the Cicero Facility by constructing the Matteson Facility, and in instructing and authorizing others to do so, constitute infringement of Plaintiff's e copyright in the architectural work, in violation of 17 U.S.C. §106(1) and (2).

The Calumet City Infringement

47. In approximately July, 2015, Defendants Fuller's Car Wash and Doug Fuller decided to construct another Fuller's-branded car wash facility on land located in Calumet City, Illinois (the "Calumet City Facility"). On information and belief, SV Calumet was the developer on the Calumet City project and is the owner of the property on which the facility was constructed.

On information and belief, Defendant SV Calumet City LLC was organized by Defendant Van Landingham.

48. On or about October 30, 2015, GEA submitted a proposal to provide architectural services, including schematic and design development and creation of construction documents for the Calumet City Facility. Its proposal was rejected. Instead, the job was awarded to PFDA.

49. After PFDA was awarded the contract for architectural services for the Calumet City Facility, PFDA then copied significant elements of the Cicero Drawings including, diagrams, designs, and measurement and numbering nomenclature, related to the Cicero Facility's exterior elevations, exterior detailing and banding, hierarchy of materials and design elements, floor plans, roof plans, detail plans, building and wall sections, trash enclosure, and other portions of the Cicero Drawings.

50. PFDA also copied, without limitation, exact words and nomenclature of the plan notes, column line identification tags, and descriptions of work. PFDA then distributed its infringing architectural plan drawings copied from the Cicero Drawings to Defendants SV Calumet and Defendant Fuller's Car Wash in or around February, 2016, each of which then utilized PFDA's plans to apply for permits beginning in February, 2016.

51. On information and belief, construction of the Calumet City Facility began in approximately August, 2016.

52. Defendant Doug Fuller personally authorized, participated in, and had knowledge of the infringing use of the copyrighted works in the development of the Calumet City Facility and instructed others to engage in such infringing use.

53. On information and belief, Defendant Van Landingham was an owner of and controlled the operations of SV Calumet City. He personally authorized, participated in, and had knowledge of the infringing use of the copyrighted works in the development of the Calumet City

Facility and instructed others to engage in such infringing use.

54. The acts of the Defendants in reproducing, modifying, and publicly distributing the Cicero Drawings for use in constructing the Calumet City Facility, and in instructing and authorizing others to do so, constitute infringements of Plaintiff's copyrights in the Cicero Drawings, in violation of 17 U.S.C. §106(1), (2), and (3).

55. The acts of Defendants in reproducing and modifying and publicly distributing the architectural work embodied in the Cicero Facility by constructing the in the development of the Calumet City Facility, and in instructing and authorizing others to do so, constitute infringement of Plaintiff's copyright in the architectural work, in violation of 17 U.S.C. §106(1) and (2).

Vicarious Liability of Principals

56. Because Doug Fuller is a principal and/or manager of Fuller's Car Wash, Inc., he had knowledge of and the right to supervise Fuller's Car Wash, Inc.'s infringing activities, and did actively supervise those activities.

57. The conduct of Fuller's Car Wash, Inc., described above, was performed and accomplished through the direction, control and direct supervision of Doug Fuller, personally. Doug Fuller had the ability to prevent Fuller's Car Wash, Inc. from infringing GEA's works, and/or to stop the infringements once they began. Additionally, Doug Fuller received pecuniary benefit from Fuller's Car Wash, Inc's acts of infringement and obtained commercial benefit from the unauthorized use of the infringing copyrighted works in the design, planning, and construction of the Matteson Facility and the Calumet City Facility. Accordingly, in addition to being directly liable for participating in and authorizing infringing actions, Doug Fuller is personally liable to GEA as a joint and/or contributory infringer, and is liable under principles of vicarious liability.

58. Because Van Landingham is a principal and/or manager of Paragon Development, SV Matteson, and SV Calumet, he had knowledge of and the right to supervise the infringing

activities of these entities, and did actively supervise those activities.

59. The conduct of Paragon Development, SV Matteson, and SV Calumet described above, was performed and accomplished through the direction, control and direct supervision of Van Landingham, personally. Van Landingham had the ability to prevent Paragon Development, SV Matteson, and SV Calumet from infringing GEA's works, and/or to stop the infringements once they began. Additionally, Van Landingham received pecuniary benefit from the infringing acts of Paragon Development, SV Matteson, and SV Calumet and obtained commercial benefit from the unauthorized use of the infringing copyrighted works in the design, planning, and construction of the Matteson Facility and the Calumet City Facility. Accordingly, in addition to being directly liable for participating in and authorizing infringing actions, Van Landingham is personally liable to GEA as a joint and/or contributory infringer, and is liable under principles of vicarious liability.

60. The illicit acts of the Defendants, described in paragraphs 1through 59, *supra*, were done without permission or license from GEA, and in violation of GEA's exclusive copyrights in said works.

Count One
Copyright Infringement of Plaintiff's Architectural and Technical Drawings – Matteson Facility

61. Plaintiff re-alleges and incorporates, as if fully set forth herein, paragraphs 1 through 60, *supra*.

62. With full knowledge of Plaintiff's rights, Defendants infringed Plaintiff's copyright in the Cicero Drawings, by scanning, copying, and/or reproducing unauthorized copies thereof, in violation of 17 U.S.C. §106(1), by creating a derivative work thereof, in violation of 17 U.S.C. §106(2), and by publicly distributing unauthorized copies thereof, in violation of 17 U.S.C. §106(3).

Count Two
Copyright Infringement of Plaintiff's Architectural Work – Matteson Facility

63. Plaintiff re-alleges and incorporates, as if fully set forth herein, paragraphs 1 through 62, *supra*.

64. With full knowledge of Plaintiff's rights, Defendants infringed Plaintiff's copyright in Plaintiff's architectural work as embodied in the Cicero Facility by the unauthorized construction of the Matteson Facility, in violation of 17 U.S.C. §106(1) and (2).

Count Three
DMCA Violations by PFDA and Paragon Development – Matteson Facility

65. Plaintiff re-alleges and incorporates, as if fully set forth herein, paragraphs 1 through 64, *supra*.

66. The Cicero Drawings were transmitted to or otherwise received by PFDA by means of automated and/or computer assisted technologies, including but not limited to scanning and digitization. The digital files were encoded with various items of copyright management information and data embedded therein. Each digital copy of the Cicero Drawings included but is not limited to the copyrighted work itself, GEA's name, a copyright notice, and various other items of identifying information pertaining to the copyright owner or claimant. Such information was conveyed together with the Cicero Drawings as means of identifying, *inter alia*, the author or claimant ("the identifying information").

67. The name and address of GEA as well as a copyright notice or claim and various other items of identifying information, were conveyed in connection with the Cicero Drawings by GEA with the intent they be used to identify GEA as the true creator and owner of the copyrighted work, and otherwise to identify the source of the Work.

68. Pursuant to 17 U.S.C. § 1202(c) of the Digital Millennium Copyright Act of 1998 ("DMCA") the identifying information so conveyed is deemed to be and constitutes "copyright

management information" under the DMCA.

69. PFDA received from Paragon copies of the Cicero Drawings. GEA's copyright management information was open and obvious and appeared on the front page and each subsequent page of the Cicero Drawing.

70. PFDA intentionally removed and/or omitted the name and trade designation of GEA and/or otherwise disassociated the copyright notice, and stripped out and scrubbed away all other copyright management information which GEA had conveyed along with the Cicero Drawings when first delivered.

71. PFDA intentionally and knowingly provided false copyright management information by removing GEA's information and inserting its own name and other items of identifying information pertaining to the copyright on each page of the infringing drawings of the Matteson Facility, claiming copyright in the infringing drawings, and attributing authorship in the drawings in the name of PFDA. In fact, PFDA states on each page of the infringing drawings that "all drawn or written information appearing herein shall not be duplicated, disclosed or otherwise without written consent."

72. In addition to removing and altering the copyright management information, PFDA distributed copies or derivatives copies of the Cicero Drawings bearing altered or false copyright management information, knowing, having reasonable grounds to know or willfully blinding themselves to the fact that it had been altered and/or removed without the authority of the copyright owner, GEA.

73. PFDA, in doing the acts and things complained of herein, intended, knew, had reasonable grounds to know or otherwise willfully blinded themselves to the fact that the effect of their acts would be to induce, enable, facilitate or conceal an infringement of GEA's copyright ownership rights under Title 17 U.S.C. §1202(a) (providing and/or distributing false copyright

management information) and §1202(b) (removal and/or alteration of copyright management information).

74. Paragon Development, knowing that PFDA had copied GEA’s copyrighted Cicero Drawings, received from PFDA copies of the infringing drawings of the Matteson Facility bearing PFDA’s false copyright management information. This false information was open and obvious and appeared on the front page and each subsequent page of the infringing drawings.

75. Paragon Development thereafter distributed copies of PFDA’s infringing drawings bearing altered or false copyright management information. Paragon Development knew, had reasonable grounds to know, or willfully blinded itself to the fact that the copyright management information of GEA had been removed without the authority of the copyright owner, GEA, and that PFDA had inserted false copyright management information.

76. Paragon Development, in doing the acts and things complained of herein, intended, knew, had reasonable grounds to know, or otherwise willfully blinded itself to the fact that the effect of its acts would be to induce, enable, facilitate, or conceal an infringement of GEA's copyright ownership rights.

77. PFDA and Paragon Development thereby violated §1202(a) and (b) 17 U.S.C., and GEA's rights thereunder. GEA has been caused to suffer substantial financial damage and irreparable harm, for which plaintiff’s remedy at law is inadequate.

78. Plaintiff is entitled and seek to recover from Defendants statutory damages not exceeding $25,000 for each act committed in violation of their rights under 17 U.S.C. §1202, et seq.

79. Pursuant to 17 U.S.C. §1203(b)(5), Plaintiff is entitled and seek to recover their reasonable attorneys’ fees for this violation.

Count Four
Copyright Infringement of Plaintiff's Architectural and Technical Drawings – Calumet City Facility

80. Plaintiff re-alleges and incorporates, as if fully set forth herein, paragraphs 1 through 79, *supra*.

81. With full knowledge of Plaintiff's rights, Defendants infringed Plaintiff's copyright in the Cicero Drawings, by scanning, copying, and/or reproducing unauthorized copies thereof, in violation of 17 U.S.C. §106(1), by creating a derivative work thereof, in violation of 17 U.S.C. §106(2), and by publicly distributing unauthorized copies thereof, in violation of 17 U.S.C. §106(3).

Count Five
Copyright Infringement of Plaintiff's Architectural Work – Calumet City Facility

82. Plaintiff re-alleges and incorporates, as if fully set forth herein, paragraphs 1 through 81, *supra*.

83. With full knowledge of Plaintiff's rights, Defendants infringed Plaintiff's copyright in Plaintiff's architectural work as embodied in the Cicero Facility by the unauthorized construction of the Matteson Facility, in violation of 17 U.S.C. §106(1) and (2).

Count Six
DMCA Violations by PFDA and SV Calumet – Calumet City Facility

84. Plaintiff re-alleges and incorporates, as if fully set forth herein, paragraphs 1 through 83, *supra*.

85. The Cicero Drawings were transmitted to or otherwise received by PFDA by means of automated and/or computer assisted technologies, including but not limited to scanning and digitization. The digital files were encoded with various items of copyright management information and data embedded therein. Each digital copy of the Cicero Drawings included but is

not limited to the copyrighted work itself, GEA's name, a copyright notice, and various other items of identifying information pertaining to the copyright owner or claimant. Such information was conveyed together with the Cicero Drawings as means of identifying, *inter alia*, the author or claimant ("the identifying information").

86. The name and address of GEA as well as a copyright notice or claim and various other items of identifying information, were conveyed in connection with the Cicero Drawings by GEA with the intent they be used to identify GEA as the true creator and owner of the copyrighted work, and otherwise to identify the source of the Work.

87. Pursuant to 17 U.S.C. § 1202(c) of the Digital Millennium Copyright Act of 1998 the identifying information so conveyed is deemed to be and constitutes "copyright management information" under the DMCA.

88. PFDA intentionally removed and/or omitted the name and trade designation of GEA and/or otherwise disassociated the copyright notice, and stripped out and scrubbed away all other copyright management information which GEA had conveyed along with the Cicero Drawings when first delivered.

89. PFDA intentionally and knowingly provided false copyright management information by inserting its name and other items of identifying information pertaining to the copyright on each page of the infringing drawings of the Calumet City Facility, claiming copyright in the infringing drawings, and attributing authorship in the drawings in the name of PFDA. In fact, PFDA states on each page of the infringing drawings that "all drawn or written information appearing herein shall not be duplicated, disclosed or otherwise without written consent."

90. In addition to removing and altering the copyright management information, PFDA distributed copies or derivatives copies of the Cicero Drawings bearing altered or false copyright management information, knowing, having reasonable grounds to know or willfully blinding

themselves to the fact that it had been altered and/or removed without the authority of the copyright owner, GEA.

91. PFDA, in doing the acts and things complained of herein, intended, knew, had reasonable grounds to know or otherwise willfully blinded themselves to the fact that the effect of their acts would be to induce, enable, facilitate or conceal an infringement of GEA's copyright ownership rights under Title 17 U.S.C. §1202(a) (providing and/or distributing false copyright management information) and §1202(b) (removal and/or alteration of copyright management information).

92. SV Calumet, knowing that PFDA had copied GEA's copyrighted Cicero Drawings, received from PFDA copies of the infringing drawings of the Calumet City Facility bearing PFDA's false copyright management information. This false information was open and obvious and appeared on the front page and each subsequent page of the infringing drawings.

93. SV Calumet thereafter distributed copies of PFDA's infringing drawings bearing altered or false copyright management information. SV Calumet knew, had reasonable grounds to know, or willfully blinded itself to the fact that the copyright management information of GEA had been removed without the authority of the copyright owner, GEA, and that PFDA had inserted false copyright management information.

94. SV Calumet, in doing the acts and things complained of herein, intended, knew, had reasonable grounds to know, or otherwise willfully blinded itself to the fact that the effect of its acts would be to induce, enable, facilitate, or conceal an infringement of GEA's copyright ownership rights.

95. PFDA and SV Calumet thereby violated §1202(a) and (b) 17 U.S.C., and GEA's rights thereunder. GEA has been caused to suffer substantial financial damage and irreparable harm, for which plaintiff's remedy at law is inadequate.

96. Plaintiff is entitled and seek to recover from Defendants statutory damages not exceeding $25,000 for each act committed in violation of their rights under 17 U.S.C. §1202, et seq.

97. Pursuant to 17 U.S.C. §1203(b)(5), Plaintiff is entitled and seek to recover their reasonable attorneys' fees for this violation.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against the Defendants, jointly and severally, as follows:

a. For an accounting by Defendants of their activities in connection with their infringements of Plaintiff's copyrights in and to the above-described works, as well as of the gross profits and revenue attributable to their infringement(s);

b. For Plaintiff's actual damages, in an amount to be determined at trial;

c. For Defendants' direct and indirect profits attributable to their infringements, including but not limited to those direct and indirect profits derived from the use of the infringing drawings and from the construction, advertising, promotion, marketing, and sale of the infringing structure in an amount to be determined at trial;

d. An award of statutory damages and attorney's fees for all infringements by Defendants arising from the infringing use of the Plaintiff's copyrighted works relating to the Calumet City Facility, as alleged in Counts Four and Five.

e. An award of statutory damages and attorney's fees for each and every violation by PFDA and Paragon of 17 U.S.C. §1202 as alleged in Count Three.

f. An award of statutory damages and attorney's fees for each and every violation by PFDA and SV Calumet of 17 U.S.C. §1202 as alleged in Count Three.

e. For permanent injunctions barring Defendants, their agents, employees and/or servants, from infringing Plaintiff's copyrights in any manner whatsoever, including the advertising, marketing, construction, and sale of infringing structures, and further barring said Defendants from publishing through any visual media, and from selling, marketing or otherwise distributing copies of Plaintiff's plans and/or derivatives thereof;

f. An order requiring Defendants to produce, for impounding during the pendency of this action and for destruction thereafter, all plans and elevations which infringe Plaintiff's copyrights, including all blueprints, digitally scanned and/or stored images, which are in the possession of, or under the direct or indirect control of the Defendants;

g. For such other relief as the Court determines to be just and equitable.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY.

Dated: March 10, 2017.

/s/ William T. McGrath

William T. McGrath
Davis McGrath LLC
125 S. Wacker Drive, Suite 1700
Chicago, IL. 60606
Phone: (312) 332-0333
Fax: (312) 332-6376

and

Nathaniel J. Reinsma
Tiesenga, Reinsma & DeBoer LLP
1200 Harger Road
Suite 830
Oak Brook, Illinois 60523
Phone: (630) 645-9881
Fax: (630) 645-9804

Counsel for Plaintiff